



DEPARTMENT OF FINANCE AND PURCHASING

345 South Main Street
Harrisonburg, VA 22801
540-432-7794
540-432-7778 Fax

ISSUE DATE: Sept 19, 2012	INVITATION TO BID NUMBER: ITB-PW-TRUCK-2012	FOR: Cab & Chassis Truck with Accessories
DEPARTMENT: Public Works	DATE/TIME OF CLOSING: Oct 19, 2012 @ 1:00 pm	CONTRACT ADMINISTRATOR: Alton Marston, Supervisor alm@harrisonburgva.gov

Bids - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the bid is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that this entire ITB and any addendums shall constitute a contract.

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

Federal Employer Identification # :

State Corporation Commission #:

Prompt Payment Discount:

___% for payment within ___days/net ___days

E-mail:

By signing this proposal, Vendor(s) certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this ITB.

CHECK ONE: ☐ **INDIVIDUAL** ☐ **PARTNERSHIP** ☐ **CORPORATION** ☐ **LLC**

Vendor's Legally Authorized
Signature

Date

Print Name

Title

Sealed bids, subject to terms and conditions of this Invitation to Bid will be received by the City of Harrisonburg Public Works Dept, 320 East Mosby Road, Harrisonburg, Virginia 22801 until the date/ time specified above for furnishing items or services delivered or furnished to specified destinations within the time specified or stipulated by the vendor(s).

Contents

Cover Page.....	1
Table of Contents.....	2
Invitation to Bid.....	3
Bid Specifications	
• Commodity.....	4
• Dump Body.....	10
• Hydraulic Salt Spreader.....	14
• Snow Plow.....	15
Bid Form.....	16
General Terms & Conditions.....	17
State Corporation Commission Form.....	25

INVITATION TO BID

Sealed bids for the purchase of (1) one new latest model cab and chassis truck 10' dump bed, central hydraulic system, hydraulically operated body cover, 10' hydraulic salt spreader, and an 11'x 36" power reversible snow plow with hitch, will be received October 19, 2012 at 1:00 p.m., by the City of Harrisonburg, Virginia, Public Works. The vehicle needs to be delivered as a complete unit with all components installed and in working order. Bids will be received at the office of the Director of Public Works. Immediately thereafter, all bids will be opened and read publicly. Bidding procedures shall be in strict accordance with **The Purchasing and Contracting Policy Manual for the City of Harrisonburg, Virginia**, Article D, Item 4-3-14, Competitive Sealed Bidding. When bidding the package, the bidder will have a certified service agent that can perform all warranty and service for this cab and chassis within a 50 (fifty) mile radius of the City of Harrisonburg. The contract will be awarded to the lowest responsive, responsible bidder submitting for equipment meeting the applicable specifications. The owner will reserve the right to reject any or all bids and will further reserve the right to waive or not waive any informality in any bid.

Each bid must be submitted in a sealed envelope that has been plainly marked on the outside **"Bid for Truck Package"**, to the City of Harrisonburg Public Works Department, 320 East Mosby Road, Harrisonburg, VA 22801. Any bid received after this time and date will not be considered. The vendor has the sole responsibility to have the bid received by the date and time above. The City is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers or the inter-office mail system. Faxed and e-mailed bids are not acceptable.

All bids must contain the following:

1. Completed Bid form
2. Completed Checklist form
3. Equipment Catalogue / Specification / Warranty Information on all components.
4. State Corporation Commission Form

Copies of Bid Forms, Checklist, Specifications and SCC forms may be obtained from the Public Works Department, 320 East Mosby Rd, Harrisonburg, VA 22801. Bid and any addendums will be posted at www.harrisonburgva.gov/bids. Please direct any questions in writing to Alton Marston, General Supervisor.

BID SPECIFICATIONS

COMMODITY:

Conventional, Tilting Hood, Single Axle Cab & Chassis with 10' Dump Body & Central Hydraulic System Salt Spreader & Snow Plow

City Specifications

Cab & Chassis

31,000 # GVWR

Wheelbase: 160"

CA: 85" (useable)

AF: 63" (useable)

Diesel Engine

In-line six (6) cylinder

Engine being offered (please state)

230 Horsepower (minimum) 620' lbs of torque

CID: 440 minimum

Turbo-charged aspiration

Engine Electronics

Variable speed engine throttle

Key operated engine shut-down

Engine Cooling System

Radiator: Cross flow series system, aluminum

Dealer Specifications

Cab & Chassis

Diesel Engine

Engine Electronics

Engine Cooling System

Radiator core w/transmission cooler; 940 sq. in/
1,025 square inches charge air cooler

Anti-freeze "fill for life" type, Penray listed

Stationary Grill

Transmission

Transmission

Allison MD 3060P; 5 speed (or approved equal)
With PTO gear

Dash mounted PTO control

Dash mounted shift controls

Oil level sensor with read-out

Synthetic transmission fluid

Transmission/engine electronic interface

Axles & Suspension

Axles & Suspensions

Front:

Front:

I-beam type; 12,000 # capacity, set-forward;
Meritor MFS-12-143-A (or approved equal);
Wide track, 71.5" king pin center

12,000 # capacity front springs with parabolic,
taper leaf springs and shock absorbers

Wheel bearing seals with sight glass and
Synthetic lubricant

Rear (single)

Rear (single)

21,000 # capacity single reduction rear axle;
Meritor RS-21-145 (or approved equal with 200
Wheel ends and synthetic lubricant)

Gear ratio: 6.14

Suspension, RR, spring, single vari-rate; 23,500 #
Capacity with 4,500 auxiliary springs

Chassis Brake System

Chassis Brake System

Air brake system with four (4) channel ABS

13.2 cfm air compressor with air supply line
through the air cleaner

15" x 4.0" S-cam front brakes with 20" chambers

S-cam 16.5" x 7.0" rear brakes with heavy duty
Spring actuated parking brake

Air Dryer: Meritor-Wabco System Saver 1200
(or approved equal)

Dust shields and automatic slack adjusters on all
Brake positions

Electrical System

Electrical System

12 volt system with 100 amp capacity alternator

(3) – 12 volt maintenance-free batteries;
19,500 CCA total

Remote mounted jump start stud

**Brake Box & Electric Wiring Hookup
For Trailer PLUG (7 PRONG)**

Pend-al Hitch

Air Horn

Factory Wired Auxiliary Harness 3.0 for Auxiliary
Front headlights and turn signals for snow plow
Operation

Toggle switch, auxiliary and wiring for driving/fog

Lights mounted by body company _____

102 dBA back-up alarm _____

Toggle switch (lighted) for work light on instrument
Panel with wiring effects for customer/body company
Furnished back of cab light _____

Halogen headlights _____

Separate wiring to rear of frame (for body company)
With stop, tail, turn and marker light circuits; ignition
Controlled auxiliary feed and ground; less trailer
Sockets; w/6" – 8" of extra cable; no exception _____

Daytime running lights _____

Intermittent windshield wipers _____

SAE Type III circuit breakers _____

AM/FM stereo radio with speakers _____

Frame & Reinforcements

Frame & Reinforcements

Frame rails; Heat treated alloy steel
(120,000 psi yield); 10.25" x 3.61" x 0.375";
456 " maximum OAL _____

(2) – frame mounted front tow hooks _____

(3) – frame mounted penndel hitch _____

(4) – frame mounted tool box—min. 2'x2' _____

Steering Gear

Steering Gear

Integral hydraulic valve power steering gear
With 18" wheel _____

Tilt steering column _____

Fuel Tank

Fuel Tank

Capacity: 50 gallons (minimum)

Location: Left side; under cab mount

Fuel/water separator w/heater, sight glass,
30 micron filter & drain indicator light

Cab & Related Items

Cab & Related Items

Driver's air ride seat; high back with integral
Headrest; isolated with 2 position front cushion
Adjustment; 6-17 degree seat back adjustment;
Air lumbar support

One-person passenger high back seat with
Integral headrest; fixed back; non-suspension

Tinted window glass – all windows

7.44" x 14.84" rear view mirrors—breakaway
bracket type w/102" wide spacing with 7.44"
square convex on both sides

Fresh air heater and defroster

Exhaust System

Exhaust System

Single, horizontal muffler, and tail pipe,
aluminized steel, frame mounted right side BOC,
inside rail

Tires & Wheels

Tires & Wheels

Front:

Front:

(2) – 11R22.5 Unisteel G1598, Goodyear
(or approved equal), 14 ply; G load range tires

Wheels: front disc; 22.5" painted steel; 10 stud;
hub piloted; flanged nut; metric mount; 8.25 DC
rims with steel hubs; painted white

Rear:

(4) – 11R22.5 G164 RTD Goodyear
(or approved equal) 14 ply; G load range tires

Wheels: rear dual disc; 22.5 painted steel; 10
Stud; hub piloted; flanged nut; metric mount;
8.25 DC rims with steel hubs; painted white

Front wheel bearing; Oil Bath

Gauge Package

Odometer display: miles, trip miles, engine hours,
Trip hours & fault code rad-out

Warning system: low fuel, low oil pressure, high
Engine coolant temperature & low battery voltage
(visual and audible)

Cluster gauges (6); Engine oil pressure (electronic);
Water temperature (electronic); Fuel (electronic);
Tachometer (electronic); Voltmeter; washer fluid
Level

Cab Paint & Finish

Dupont #43536AH Wheatland yellow,
Imron; clear coat finish.

Specification Details

Please include a detailed cab/chassis
Specification sheet(s) with bid package

The vocation of this unit will be to perform a variety of tasks within the City including, but not limited to, carrying and operating snow plow and sand/chemical spreader units operated by a central hydraulic system, hauling and dumping of various materials throughout the City. The unit will be used extensively in terrain that is both level and hilly; the unit must be able to perform at peak operating levels in all terrains.

Unit to meet all state of Virginia, Federal & OSHA Requirements

Completed unit to be delivered to: 320 E. Mosby Road, Harrisonburg, VA 22801

See Specifications for Dump Body

Rear:

Gauge Package

Cab Finish & Paint

Specification Details

Dump Body Specification

Dump Body

Dump Body

Model: Godwin 300U commercial type, contractor
Body (or approved equal) with 24" cab shield

Water level capacity of 5 cubic yards [body]

Body to be:

10' long

7' wide (inside)

23" high (sides)

29" high (ends)

Body to be equipped with a 6-panel, double-acting
Air tailgate with a push/pull type control mounted
Inside the cab

Floor: 3/16", one piece (no seams), hi-tensile steel

Sides and ends: 10 gauge hi-tensile steel

Sides to have 45 degree sloping rub rail and box
Type side braces

A full length grip strut walk rail shall be installed
On each side of the body

The front wall of the body shall have 1 full-width
V-type horizontal brace

Long sills: 6" structural steel channel

Cross members: 4" structural steel channel
On 12" centers

Double gussets and a 6" oak side boards are to be
Provided for each side of the body

Body Paint & Finish

Cab Finish & Paint

Dupont #43536AH Wheatland yellow,
Imron; clear coat finish.

Hydraulic Hoist**Hydraulic Hoist**

Model: Godwin 816SFDA sub frame, under-body
Hoist (or approved equal)

1 double acting cylinder – 8" diameter

Cylinder rods to be hard chrome plated;
No less than 2 ½" diameter

Dumping angle: 50 degrees

Hoist cylinder to be installed securely in the steel
Underbody subframe with longitudinal sills
Arranged to rest directly on top of the chassis frame

Hoist frame shall be 5" deep – minimum

Subframe to be equipped with adequate
Cross-members to prevent longitudinal sills from
Spreading

Cylinder pivot shall be of sufficient strength to
Withstand maximum thrust of cylinders during the
Operation of the hoist

Rear hinges: 4" thick – flame cut or cast steel

Hoist mounting height: Maximum 16" from bottom
Or rail to the bottom of the floor of the body

Hoist to be rated NTEA performance class 50
Or greater (18.1 tons)

2 safety props are to be included

Mud Flaps**Mud Flaps**

Forward mud shields for rear wheels shall be
10 gauge steel with adequate bracing

Size: Approximately 24" wide x 30" long;
vertically mounted and shall not extend outside
of body

Rear mud flaps to be plain black rubber (both sides)
With no logos

Size: Approximately 24" wide x 30" long
Mounted with 10" road clearance

Mounting bracket: 10 gauge steel with one hook
Per flap to hold flap off tire

Load Cover

Load Cover

Tarp system to be Godwin Hydra-Tarp,
Model G-100 (or approved equal)

Tarp to be powered by the truck's hydraulic system;
Electric powered is not acceptable

Main roll drum assembly to be minimum of 4" in
Diameter with enclosed spring for constant tension
On cover

Tarp side arms and crossbar to be constructed of 1 ¼"
Schedule 40 pipe

Side arms not to extend more than 3" outside the
Body on either side

A tarp hold-down assembly (idler bar is to be located
At the front of the body, approximately 2" above the
Side board and 2" behind the headboard for
Adequate clearance)

Tarp system to be activated by a double-acting
Cylinder located under the body

Tarp control to be located inside the cab, easily
Accessible to the operator (driver)

Tarp cover: neoprene coated; all seams to be
Double stitched; 84" wide with grommets
Every 24"

Hydraulic System

Hydraulic System

Hydraulic system to operate off of the truck's
Transmission

PTO to operate at 90-110% of engine speed

Hydraulic pump: gear type; pressure balanced wear
Plates; cast iron center section

Pump to be mounted directly to PTO;
Producing 18 gpm @ 1,500 rpm and capable of
2,500 psi

Main control to control: body up/down, plow
Left/right, plow up/down, spreader on/off & tarp
Cover/uncover; capable of 35 gpm and 2,500 psi

Main relief valve to be preset @ 1,500 psi

Valves to be stack-type with cable assisted levers
Inside the cab within easy reach of the operator

Valve to be arranged in such a way as to allow
Simultaneous operation of the spreader and any
Other function

Frame mounted hydraulic tank with 30 gallon
Capacity; in-tank filter; fluid level/temperature
Gauge; 45 gpm suction strainer; 2" ball type
Cut-off valve

All pressure hoses to be double braided; all return
Lines to be single braided

HYDRAULIC SALT SPREADER

Specification Item	Check (√) IF Complies	Description Differing
Spreader		
a. Good Roads Model 3 or equivalent	_____	_____
b. 10 L x 5' H, 6 cubic yards	_____	_____
c. Light package	_____	_____
d. Inverted "V" shield over conveyor	_____	_____
e. Tailgate Latch	_____	_____
f. Hinged screen on top of spreader, Each side	_____	_____
g. Spreader Color: Dupont-Wheatland Yellow #43536AH	_____	_____

Other – all parts and attachments not specifically mentioned, but necessary, to furnish complete equipment shall be included.

Manufacturer _____

Model _____

Warranty

a. Warranty Info:

SNOW PLOW

Specification Item	Check (✓) IF Complies	Description Differing
Snow Plow		
a. Good Roads machinery or equivalent_____	_____	_____
b. Model Series 120 11' x 36" Reversible_____	_____	_____
c. Lift Cylinder and Hitch_____	_____	_____
d. Power Reversible_____	_____	_____

Other – all parts and attachments not specifically mentioned, but necessary, to furnish complete equipment shall be included.

Manufacturer_____

Model_____

Warranty

a. Warranty Info:

BID FORM

Proposal of _____
(Hereinafter called "Bidder"), organized and existing under the laws of the State of Virginia as a business herein makes a proposal to the City of Harrisonburg as stated below:

By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

Bidder agrees to provide all equipment at the total price below.

BID SCHEDULE

A. Latest Model Cab and Chassis Truck Lump Sum
and components.

* _____ Dollars (\$ _____)

B. Delivery time after receipt of Notice of Award _____
Calendar Days

Signature

Address

Title

City, State, Zip

License
(If applicable)

Date

*Insert Bid amount in written format

GENERAL TERMS AND CONDITIONS FOR THE CITY OF HARRISONBURG, VA

PURCHASING AND CONTRACTING MANUAL: This solicitation is subject to the provisions of The Purchasing and Contracting Policy Manual for the City of Harrisonburg (City) and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at www.Harrisonburgva.gov/bids.

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and 2.2-4311 of the *Virginia Public Procurement Act*.

In every contract over \$10,000 the provisions below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. The City does not discriminate against small and minority businesses or faith based organizations.

ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City under said contract.

MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

1. **(For Invitation For Bids(ITB):)** Failure to submit a bid on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
2. **(For Request For Proposals(RFP):)** Failure to submit a proposal on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the

proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

REVISIONS TO THE OFFICIAL ITB/RFP: No offeror shall modify, revise, edit or make any unauthorized change(s) to the original Official Invitation to Bid (ITB) or Official Request for Proposal (RFP). The Official solicitation document and the Addenda(s) are the documents posted on the City of Harrisonburg's web site and/or authorized by the City of Harrisonburg's Purchasing Agent. Any such violation as stated above may result in rejection of the ITB/RFP response. In addition, violations may result in the debarment of the offeror by the City of Harrisonburg.

CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the person whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

PAYMENT:

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Individual contractors shall provide their social security numbers, and proprietors , partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City.

- f. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the City of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, 2.2.4363*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

PRECEDENCE OF TERMS: General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS OF (BIDDERS/OFFERORS): The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The City further reserves the right to reject any (bid/ proposal)

if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the City that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

TESTING AND INSPECTION: The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agent or City delegated agent may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the City may have.

CANCELLATION OF THE CONTRACT: The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

TAXES: Sales to the City of Harrisonburg are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature,

catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeree) clearly indicates in its (bid/proposal) that the product offered is an “equal” product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offerees) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have insurance coverages per the solicitation document at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers’ compensation insurance in accordance with 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. **(NOT NORMALLY REQUIRED FOR GOODS CONTRACTS. INSURANCE IS REQUIRED WHEN WORK IS TO BE PERFORMED ON CITY OWNED OR LEASED FACILITIES OR PROPERTY.)**

AVAILABILITY OF FUNDS: Agreements are made subject to the appropriation of funds by the Harrisonburg City Council and are null and void in the event of non-appropriation by the City Council. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the City.

SELECTION PROCESS/AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the department will publicly post such notice for a minimum of ten (10) days, or will notify all responsive bidders/offerees.

BID/PROPOSAL ACCEPTANCE PERIOD: Any bid/proposal resulting from this solicitation shall be valid for (30) days. At the end of the (30) days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the bid or proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

EXCUSABLE DELAY: The City shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence of the City. Such causes may include, but are not restricted to acts of God or the public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and usually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the City.

DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

SAFETY and OSHA STANDARDS: All parties performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

PERMITS AND FEES: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Harrisonburg or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of VA.

COOPERATIVE PROCUREMENT: This procurement is being conducted on behalf of other public bodies, in accordance with 2.2-4304 (A) of the Code of VA. The successful bidder has the option to provide these same items (services), except architectural and engineering services, at the same prices, awarded as a result of this solicitation to any public body within the Commonwealth of Virginia. If any other Public body decides to use the final contract, the contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Failure to extend a contract to any public body will have no effect on consideration of your bid.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of VA 2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the

identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the SCC site is <http://www.scc.virginia.gov>.

State Corporation Commission Form

Virginia State Corporation Commission ("SCC") registration information: The undersigned Offeror:

☐ is a corporation or other business entity with the following SCC identification number:

_____ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: _____ **Date:** _____

Name: _____
Print

Title: _____

Name of Firm: _____